

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
)

**ORDER GRANTING RESCAP LIQUIDATING TRUST'S
SECOND OMNIBUS MOTION TO ENFORCE INJUNCTIVE
PROVISIONS OF PLAN AND CONFIRMATION ORDER**

Upon the motion (the “**Motion**”)¹ of the ResCap Liquidating Trust (the “**Liquidating Trust**”) established pursuant to the terms of the confirmed Plan filed in the above-referenced Chapter 11 Cases and as successor in interest to the Debtors, pursuant to sections 105(d), 524, and 1141 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 1015(c), 3020(d), and 9007 of the Federal Rules of Bankruptcy Procedure, and Article XII of the Plan, seeking entry of an enforcing the release and injunctive provisions of the Plan and Confirmation Order; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Motion and the *Declaration of Kathy Priore in Support of the ResCap Liquidating Trust’s Second Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order* annexed to the Motion as **Exhibit 2**; and the Court having found and

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

determined that the relief sought in the Motion is in the best interests of the Liquidating Trust, the Liquidating Trust's beneficiaries, the Debtors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is granted as provided herein.
2. No later than fourteen days after entry of this Order, the Litigation Parties listed on Annex A shall take all appropriate actions to dismiss their monetary claims against the Debtors with prejudice within such time frame.
3. If a Litigation Party fails to dismiss their monetary claims against the Debtors within such fourteen-day period, this Court, upon further motion of the Liquidating Trust, may issue an order holding such Litigation Party in contempt of the Court for violating the terms of this Order and the Plan Injunction Provisions by virtue of such Litigation Party's actions against the Debtors in violation of the Plan and Confirmation Order.
4. Further, in connection with any contempt proceeding against a Litigation Party, the Liquidating Trust shall be permitted to seek sanctions against such Litigation Party in this Court for reasonable fees and costs incurred by the Liquidating Trust after the date of this Order in connection with this matter.
5. The Liquidating Trust is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order, including authorization to file a notice in a form substantially similar to that attached hereto as Annex B (the "**Enforcement Order Notice**") in each court before which a Litigation subject to this Order is pending, including a

description of this Order and the Liquidating Trust's ability to seek sanctions in the event of non-compliance with this Order.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion, and the requirements of the Case Management Procedures entered on May 23, 2012 [Docket No. 141], the Procedures Order, and the Local Bankruptcy Rules of this Court are satisfied by such notice.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

IT IS SO ORDERED.

Dated: September 15, 2016
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Annex A

Litigation Parties

	Litigation Party	Case Caption	Court	Docket Number	Opposing Party Contact	Nature of Monetary Claims	Letters Sent Pursuant to Procedures Order	Applicability of Plan Injunction Provisions	Status of Discussions
1	Azzam A. Abdo	Abdo v NationStar LLC, et al	Santa Clara County, California Superior Court	114CV266123	Azzam Abdo 1580 Aldrich Way San Jose, CA 95121	Fraud, Intentional Interference with Prospective Economical Advantage, Interference with Contractual Relations, Negligence, Breach of Good Faith and Fair Dealing, Fraudulent Business Practice, Defamation, Breach of Fiduciary Duty, Violation of Privacy	11/25/2015 3/7/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
2	Robert Castro and Jesusita Castro	Castro v. GMAC Mortgage, LLC, et al.	Riverside County, California Superior Court	RIC 1306794	Cyrus Anvaripour Anvaripour & Anaripour 5240 Zelzah Ave. # 206 Encino, CA 91316	Fraud, Negligent Misrepresentation, Negligence	11/25/2015 3/7/2016	The parties did not file a timely proof of claim.	The parties have not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
3	Alan Gjurovich and Star Hills	Alan Gjurovich and Starr Hills v. GMAC Mortgage, LLC, et al.	California Court of Appeal-Fifth District	F064464	Alan Gjurovich c/o 934 W. Henderson # 132 Porterville, CA 93257 and Starr Hills c/o Alan Gjurovich 934 W. Henderson PMB#132 Porterville, CA 93257	Fraud, Constructive Fraud, Deceit, Abuse of Process, Breach of Fiduciary Duty, Unlawful and Fraudulent Conversion of Real Property, Conspiracy	11/25/2015 3/7/2016 2/23/2016 6/20/2016	The parties did not file a timely proof of claim, and the Court previously entered an order noting they are enjoined from pursuing their claims against the Debtors [Docket 9317]	The parties have not withdrawn their monetary claims asserted against the Debtors despite the Court's prior order.
4	William Kimbrough IV and Catherine Kimbrough	Kimbrough v. Paramount Residential Mortgage Group, Inc., et al.	Riverside County, California Superior Court	RIC1120394	William Kimbrough, IV and Catherine Kimbrough 35533 Yellowstone Street Winchester, CA 92596	Breach of Contract, Intentional Misrepresentation, Concealment/Deceit	11/25/2015 3/7/2016	The parties did not file a timely proof of claim.	The parties have not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
5	Charles Laughlin	Laughlin v. Homecomings Financial, LLC, et al.	Butte County, California Superior Court	151457	Charles Laughlin 110 Silver Bar Drive Oroville CA 95966	Violation of Truth in Lending Act, Violation of Real Estate Settlement Procedures Act	11/25/2015 3/7/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
6	Christina Marie Powderly, and Paul Joseph Powderly	Powderly v. GMAC Mortgage, LLC, et al.	Orange County, California Superior Court	30-2012-00579434-CU-MC-CJC	Christina Marie Powderly and Paul Joseph Powderly 522 South Helena Street Anaheim, CA 92805	Violation of Truth in Lending Act, Fraud as Fiduciary, Fraud, Intentional Misrepresentation, Breach of Fiduciary Duty, Violation of California Bus. Code Section 17200, Predatory Mortgage Servicing	11/25/2015 3/7/2016	The parties' proofs of claim were expunged by Court order [Docket 4328 and 5892].	Counsel to the Liquidating Trust has spoken with the party, but has been unable to effectuate a consensual withdrawal of the monetary claims asserted against the Debtors.

	Litigation Party	Case Caption	Court	Docket Number	Opposing Party Contact	Nature of Monetary Claims	Letters Sent Pursuant to Procedures Order	Applicability of Plan Injunction Provisions	Status of Discussions
7	Richard B. Williams	Richard B. Williams vs. GMAC, and Does 1-50	Riverside County, California Superior Court-Superior Court	RIC 1214291	Richard B. Williams 3980 Ash Street Lake Elsinore, CA 92530 and Ozmar Law Firm 6 North First St. Suite 105 Arcadia, CA 91006	Breach of Contract, Promissory Estoppel, Fraud, Negligent Misrepresentation, Civil Conspiracy to Commit Fraud, Slander of Title, Libel, Violation of FDCPA, Invasion of Privacy, Breach of the Duty of Good Faith and Fair Dealing, State Law Violations	11/25/2015 3/7/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
8	Stephen F. Buzzell and Kimberly B. Buzzell	Buzzell v. JPMorgan Chase Bank, Residential Funding Corporation, John Doe and Jane Doe	USDC-ED-Virginia	3:13-cv-00668	Mr. and Mrs. Stephen Buzzell P. O. Box 136 Topping, VA 23169	Breach of Contract, Constructive Fraud	5/??/2015 3/7/16	The parties did not file a timely proof of claim.	The parties have not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
9	The Estate of C. Frank Harris, Its Successors and/or Assigns	The Estate of C. Frank Harris, Its Successors and/or Assigns v. Meritplan Insurance Company, et al.	Jackson County, Oregon Circuit Court	Case No. 122230L3	Ronald Morgan 1990 Footh Creek Right Fork Road Gold Hill, OR 97525	Tortious Breach of Contract, Tortious Interference, Unfair Claim Settlement Practices, Bad Faith	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
10	John S. Kuehl	Kuehl vs. U.S. Bank National Association as Trustee RFMSI 2004S7; GMAC Mortgage, LLC, et al.	Maricopa County, Arizona Superior Court	CV2012-056295	Kelly McCoy, PLC340 E. Palm LaneSuite 300Phoenix, AZ 85004	Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Promissory Estoppel, Negligence, Fraud, Negligent Misrepresentation	2/23/20166/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
11	William D. McCann	McCann vs GMAC Mortgage LLC; Homecomings Financial Network; et al.	Douglas County, Nevada District Court	13-CV-0296	William D. McCann, Esq. P.O. Box 370 Genoa, NV 89411	Although the party does not set out clear causes of action, he appears to demand damages, costs and fees.	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.

	Litigation Party	Case Caption	Court	Docket Number	Opposing Party Contact	Nature of Monetary Claims	Letters Sent Pursuant to Procedures Order	Applicability of Plan Injunction Provisions	Status of Discussions
12	Michael S. Rourke	Rourke v. Homecomings Financial, LLC, et al.	San Luis Obispo County, California Superior Court	CV130116	Mr. Michael S. Rourke 370 Hill Street San Luis Obispo, CA 93405	Breach of Contract, Wrongful Foreclosure, Fraud and Deceit, Unfair Business Practices, Conspiracy, Unjust Enrichment, Breach of Implied Covenant of Good Faith and Fair Dealing	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
13	Tim Beebe Daniel L. Hammond	Beebe Vs. GMAC Mortgage, LLC	UDSC-WD-Missouri	4:14-cv-00613	Tim Beebe Danny Hammond 617 NE Tudor Road Unit 7 Lees Summit, MO 64086	Wrongful Foreclosure, Wrongful Eviction, Breach of Fiduciary Duty, State Law Violations	2/23/2016 6/20/2016	The parties did not file a timely proof of claim.	The parties have not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
14	Daisha Williams and Bey Family Trust	Daisha Williams and Bey Family Trust v. Homecomings Financial LLC	USDC-ED-Pennsylvania	12-cv-1362	Daisha Williams 435 West Hansberry Street Philadelphia, PA 19144	Violation of Truth in Lending Act, Violation of Home Ownership and Equity Protection Act, Violation of Real Estate Settlement Procedures Act	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The parties have not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
15	Peter Gaskill	Gaskill v GMAC Mortgage, LLC, et al.	USDC-WD-Missouri	4:15-cv-00149	Peter Gaskill 518 West 10th Street Kansas City, MO 64105	Wrongful Filing of False Instrument/Document in Order to Create Lien on Real Property, Violation of the Missouri Merchandising Practices Act, Civil Claim under RICO	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
16	Edgart Gonzalez	Gonzalez v. Homecomings Financial, LLC, et al.	U.S. Court of Appeal-9th Circuit	11-60027	Mr. Edgart F. Gonzalez 123 407 W Imperial Hwy Ste H Brea, CA 92821-4803	Misrepresentation, Breach of Contract, Violation of Truth in Lending Act, Failure to Disclose Fees as Finance Charge, Unreasonable Charges for Appraisal, Failure to Honor Rescission Demand, Fraud	2/23/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
17	Richard C. Wilkerson	Wilkerson v. GMAC Mortgage, LLC	Utah County, Utah, Orem City Justice Court-Fourth Judicial District	Civil No. 128900317	Richard C. Wilkerson 1905 South Laguna Vista Drive Orem, UT 84058	Wrongful Retention of Payoff Funds	4/18/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
18	William Kent Knight	Knight v GMAC Mortgage, LLC	Midland County, Texas District Court	CC16414	Alan H. Meyers, Esq. Law Offices of Alan H. Meyers, P.C. 505 N. Big Spring Suite 104 Midland, TX 79701	Although the party does not set out clear causes of action, it appears to demand damages, costs and fees.	4/18/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.

	Litigation Party	Case Caption	Court	Docket Number	Opposing Party Contact	Nature of Monetary Claims	Letters Sent Pursuant to Procedures Order	Applicability of Plan Injunction Provisions	Status of Discussions
19	Irina Schmidt	Schmidt v. GMAC Mortgage, LLC aka Ally Financial, Inc.	Jefferson Parish, Louisiana District Court-24th Judicial District	716-448	Irene Schmidt 3608 Wanda Lynn Drive Metairie, LA 70002	Illegal Loan Modification	4/18/2016 6/20/2016	The party's proof of claim was expunged by Court order [Docket 7440].	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
20	Abosedo Eboweme	Eboweme v GMAC Mortgage, LLC et al.	Tarrant County, Texas-District Court	342-258269-12	Abosedo Eboweme 4617 Covington Court Grand Prairie, TX 75052	Wrongful Foreclosure, Intentional Infliction of Emotional Distress	4/18/2016 6/20/2016	The party's proof of claim was expunged by Court order [Docket 8587].	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.
21	Anita Washington	Washington v. GMAC Mortgage Corporation dba Ditech.com, a Delaware Corporation; GMAC Mortgage LLC dba Ditech Company, et al.	Sacramento County, California Superior Court	34-2012-00135587	Anita Washington 1168 Socorro Way Sacramento, CA 95833-2831	Negligence, Breach of Contract	4/18/2016 6/20/2016	The party did not file a timely proof of claim.	The party has not responded to the letters sent by the Liquidating Trust pursuant to the Procedures Order.

Annex B

Enforcement Order Notice

[CAPTION]

NOTICE OF BANKRUPTCY COURT ORDER

[Debtor Entity], by and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Court Order, and states as follows:

1. On May 14, 2012 (the “**Petition Date**”), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including [Debtor Entity] (collectively, the “**Debtors**”), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Debtors’ Chapter 11 cases (the “**Bankruptcy Cases**”) are being jointly administered, indexed at case number 12-12020 (MG).

2. On December 11, 2013, the Bankruptcy Court entered its Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors (the “**Confirmation Order**”) [Bankruptcy Docket 6065]¹ approving the terms of the Chapter 11 plan, as amended (the “**Plan**”). The effective date under the Plan occurred on December 17, 2013 (the “**Effective Date**”).

3. On [Date], the Bankruptcy Court entered the attached [*Order Granting ResCap Liquidating Trust’s Second Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order*] which (i) bars [Litigation Party] from continuing to prosecute monetary claims against [Debtor Entity] under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek sanctions in the event [Litigation Party] continues in its refusal to dismiss monetary claims with respect to the Debtors.

Respectfully submitted this ____ day of _____, 2016.

¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, is not included as an attachment, but a copy of the Confirmation Order and the Plan may be obtained at no charge at <http://www.kccllc.net/rescap>